

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN**

DOUGLAS HUGGINS,

Plaintiff,

v.

Case No. 21-CV-1021

TRU SERVICES GROUP, INC., et al.,

Defendants.

ORDER OF DISMISSAL

Based upon the stipulation of the parties (ECF No. 38), and pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii), the plaintiff's claims against defendant Timothy Roberts are dismissed with prejudice and without costs for either party. The plaintiff's promissory estoppel, fraud in the inducement, and negligent misrepresentation claims against defendant Tru Services Group, Inc. are also dismissed with prejudice and without costs for either party.

The court notes that the defendants have filed a motion to dismiss. (ECF No. 35.) In that motion, the defendants write: "Aside from the breach of contract claim against Tru (which Tru is answering concurrently with the filing of this Motion), the court should dismiss the remaining claims in the Complaint against Defendants pursuant to

Federal Rule 12(b)(6), this time with prejudice.” (ECF No. 36 at 1.) Because the parties have agreed to dismiss all but the plaintiff’s breach of contract claim against Tru Services Group, the court finds that the defendants’ motion to dismiss is moot.

IT IS THEREFORE ORDERED that the plaintiff’s claims against defendant Timothy Roberts are dismissed with prejudice.

IT IS FURTHER ORDERED that the plaintiff’s promissory estoppel, fraud in the inducement, and negligent misrepresentation claims against defendant Tru Services Group are dismissed with prejudice.

IT IS FURTHER ORDERED that the defendants’ motion to dismiss (ECF No. 35) is denied as moot.

Dated at Milwaukee, Wisconsin this 5th day of May, 2022.


WILLIAM E. DUFFIN
U.S. Magistrate Judge